Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|--|
| LNT Merchandising Company, LLC | | 103/28/2008 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| Name: | The Bank of New York, as Collateral Agent | | |
|-----------------|---|--|--|
| Street Address: | 101 Barclay Street, 21st Floor West | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10286 | | |
| Entity Type: | Bank: | | |

PROPERTY NUMBERS Total: 17

900113323

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 3056000 | SIMPLE SOLUTIONS |
| Registration Number: | 3252734 | EVERYDAY BASICS |
| Registration Number: | 3116812 | COOK AT HOME |
| Registration Number: | 3354298 | GOURMET BUFFET |
| Registration Number: | 3364113 | NEW ATTITUDE |
| Serial Number: | 76683382 | ANTHOLOGY |
| Serial Number: | 76665182 | EVERYDAY BASICS |
| Serial Number: | 76677582 | GENESIS |
| Serial Number: | 76678937 | GENESIS COTTON |
| Serial Number: | 78907681 | GOURMET BUFFET |
| Serial Number: | 78849442 | LUXE VERSAILLES |
| Serial Number: | 76659622 | MAGIC COMFORT |
| Serial Number: | 76683760 | PURE GREEN |
| Serial Number: | 76660456 | SIMPLE SOLUTIONS |
| | | TRADEMARK |

REEL: 003831 FRAME: 0430

| Serial Number: | 76668073 | SUPER SET |
|----------------|----------|--------------|
| Serial Number: | 76669608 | SUPER SET |
| Serial Number: | 76665534 | URBAN LIVING |

CORRESPONDENCE DATA

Fax Number: (646)728-2614

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-596-9000

Email: tmfilings@fishneave.com

Correspondent Name: Erica M. Fischer, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

| ATTORNEY DOCKET NUMBER: | BNY-022 LNT | |
|-------------------------|--------------------|--|
| NAME OF SUBMITTER: | Erica M. Fischer | |
| Signature: | /Erica M. Fischer/ | |
| Date: | 08/07/2008 | |

Total Attachments: 9

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TRADEMARK REEL: 003831 FRAME: 0431

Trademark Security Agreement

Trademark Security Agreement, dated as of March 28, 2008, by LNT MERCHANDISING COMPANY, LLC, a Delaware limited liability company ("Pledgor"), in favor of THE BANK OF NEW YORK, in its capacity as Collateral Agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of February 14, 2006 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to comply with its obligations under the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in, and right of setoff against all of Pledgor's right, title and interests in, to and under all the following now owned and hereafter acquired Pledged Collateral of such Pledgor ("Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) Trademark Licenses' of such Pledgor listed on Schedule I attached hereto; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights, protections, immunities and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Remedies. In addition to all other remedies provided in the Security Agreement, the Note Documents, the Intercreditor Agreement or any other related document, Pledgor agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuation of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Pledgor's right, title and interest in, to and under all Trademark Collateral.

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SECTION 5. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 14, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Linens 'n things, Inc., Linens Holding Co., Linens 'n Things Center, Inc., Linens 'n Things Canada Corp, UBS AG, Stamford Branch, as "Administrative Agent", UBS AG, Stamford Branch and Wachovia Capital Finance, Inc., as co-agents serving as the "US Revolving Credit Collateral Agent", UBS AG, Toronto Branch and Wachovia Capital Finance, Inc., as co-agents serving as "Canadian Revolving Credit Collateral Agent", (the Administrative Agent, the US Revolving Credit Collateral Agent and the Canadian Revolving Credit Collateral Agent being referred to collectively as the "Revolving Credit Collateral Agent"), the Bank of New York serving as "Note Lien Collateral Agent" and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours, LNT Merchandising Company, LLC

By:

Name: Francis M. Rowan

Title: Senior Vice President and CFO

Accepted and Agreed:

THE BANK OF NEW YORK, As Collateral Agent

Ву: _____

Name:

Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours, LNT Merchandising Company, LLC

Rv:

Name: Francis M. Rowan

Title: Senior Vice President and CFO

Accepted and Agreed:

THE BANK OF NEW YORK, As Collateral Agent

By: _______Name: _______Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours, LNT Merchandising Company, LLC

By:

Name: Francis M. Rowan

Title: Senior Vice President and CFO

Accepted and Agreed:

Title:

THE BANK OF NEW YORK, As Collateral Agent

| By: | | |
|-------|---|--|
| _ J . | *************************************** | |
| | Name: | |

ACKNOWLEDGMENT OF PLEDGOR

instrument to be the free act and deed of said limited liability company.

| STATE OF NEW JERSEY) |
|---|
| COUNTY OF BERGEN) ss |
| On the 28 day of MARCH, 2008, before me personally came Francis M. |
| Rowan, who is personally known to me to be the Senior Vice President and CFO of LNT |
| Merchandising Company, LLC, a Delaware limited liability company; who, being duly sworn, |
| did depose and say that he is the Senior Vice President and CFO in such limited liability |
| company, the limited liability company described in and which executed the foregoing |

instrument; that she/he executed and delivered said instrument pursuant to the authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said

TERESITA R. LIWANAG **Notary Public of New Jersey** My Commission Expires 12/12/2011

(PLACE STAMP AND SEAL ABOVE

ACKNOWLEDGMENT OF COLLATERAL AGENT

| On the | day of | , 2008, before me personally came |
|------------------|------------------|--|
| On the | auj 01 _ | , who is personally known to me to be the |
| | | of The Bank of New York; a |
| | | ; who, being duly sworn, did depose and |
| say that she/he | is the | in such |
| • | | [form of entity], |
| the | | [form of entity] |
| described in and | which executed t | the foregoing instrument; that she/he executed and delivered |
| said instrument | pursuant to the | e authority given by the Board of Directors of such |
| | | [form of entity]; |
| and that she/he | e acknowledged | said instrument to be the free act and deed of said |
| | | [form of entity]. |

(PLACE STAMP AND SEAL ABOVE

-5-

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark | Owner/Applicant | Status, Country, Classes | App Number Reg Number | App Date Reg Date |
|---------------------------------------|--|--|------------------------------|-----------------------------|
| SIMPLE SOLUTIONS | LNT Merchandising Company, LLC | Registered, USA, 20 | 76/584,833 3,056,000 | 2-Apr-2004 31-Jan-2006 |
| EVERYDAY BASICS | LNT Merchandising Company, LLC | Registered, USA 27 | 76/665,186 3,252,734 | 28-Aug-2006 19-Jun-2007 |
| COOK AT HOME (Design) | LNT Merchandising Company, LLC | Registered, USA 21 | 78/654,137 3,116,812 | 20- Jun-2005 18-Jul-2006 |
| GOURMET BUFFET | LNT Merchandising Company, LLC | Registered, USA 21 | 78/907,679 3,354,298 | 14-Jun-2006 11-Dec-2007 |
| NEW ATTITUDE | LNT Merchandising Company, LLC | Registered, USA 14, 16, 20, 24 | 76/669,884 3,364,113 | 4-Dec-2006 8-Jan-2008 |
| | | | | |
| Pending U.S. A | Applications: | | | |
| Pending U.S. A | Applications: Owner/Applicant | Status, Country, Classes | App Number Reg Number | App Date Reg Date |
| Ü | | Status, Country, Classes Pending, USA 24 | | |
| Trademark | Owner/Applicant LNT Merchandising | Classes Pending, USA | Reg Number | Reg Date |
| Trademark ANTHOLOGY EVERYDAY BASICS | Owner/Applicant LNT Merchandising Company, LLC LNT Merchandising | Classes Pending, USA 24 | Reg Number 76/683,382 | Reg Date 10/29/07 |

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TRADEMARK REEL: 003831 FRAME: 0439

| GOURMET BUFFET | LNT Merchandising Company, LLC | Pending, USA 8 | 78/907,681 | 14-Jun-2006 |
|---------------------|--------------------------------------|-----------------------------------|------------|-------------|
| LUXE VERSAILLES | LNT Merchandising Company, LLC | Pending, USA, 24 | 78/849,442 | 29-Mar-2006 |
| MAGIC COMFORT | LNT Merchandising Company, LLC | Pending, USA, 24 | 76/659,622 | 5-May-2006 |
| PURE GREEN | LNT Merchandising Company, LLC | Pending, USA 24 | 76/683,760 | 7-Nov-2007 |
| SIMPLE SOLUTIONS | LNT Merchandising Company, LLC | Pending, USA, 20, 24 | 76/660,456 | 23-May-2006 |
| SUPER SET | LNT Merchandising Company, LLC | Pending, USA 24 | 76/668,073 | 26-Oct-2006 |
| SUPER SET | LNT Merchandising Company, LLC | Pending, USA 8, 20, 21, 24, 27 | 76/669,608 | 28-Nov-2006 |
| URBAN LIVING | LNT Merchandising Company, LLC | Pending, USA 20, 24 | 76/665,534 | 1-Sep-2006 |

Trademark Licenses

Not Applicable

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RECORDED: 08/07/2008

TRADEMARK

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